APPENDICES

APPENDIX A LABOR AND TRADES UNIT -- A31 Ref: Article 3 - Recognition

All of the classifications in the Labor and Trades Unit are eligible (CODE 1) for overtime pay.

Aircraft Mechanic-E Aircraft Mechanic-E Aircraft Mechanic-A Automotive Body Repairer-E Automotive Body Repairer-E Automotive Mechanic-E Automotive Mechanic-E Automotive Mechanic-E Automotive Mechanic-E Automotive Mechanic-B Automotive Mechanic-B Bridge Operator-E Bridge Operator-E Bridge Operator-E Bridge Worker-E Bridge Worker-E Bridge Worker-E Bridge Worker-E Bridge Worker-A Building Trades Crew Leader Carpenter-E Carpenter-E Carpenter-A Central Control Operator-E Central Control Operator-E Central Control Operator-E Central Control Operator-A Communications Network Installer-E Communications Network Installer-E Communications Network Installer-A Electrician Licensed-E Electrician Master Licensed-E Electrician Master Licensed-A Elevator Repairer-Licensed Equipment Operator-E	POSITION CODE AIRCMCHE AIRCMCHA AUTORPRE AUTORPRA AUTOMCHE AUTOMCHE AUTOMCHA BRDGOPRE BRDGOPRE BRDGOPRE BRDGWKRE BRDGWKRE BRDGWKRE BRDGWKRE BRDGWKRE CARPNTRE CARPNTRE CARPNTRE CARPNTRE CARPNTRE CARPNTRE CARPNTRE CARPNTRE CENTOPRE CENTOPRE CENTOPRE CENTOPRE CENTOPRA COMNINRE COMNINRE COMNINRE COMNINRE COMNINRA ELECTRNA ELECTRNA ELECLICE ELECLICA ELVATLIC EQUPOPRE	GRADE 9 E10 11 8 E9 10 8 E9 10 6 7 E8 9 6 7 E8 9 10 8 E9 10 8 E9 10 7 11 E10 7
Electrician Master Licensed-A	ELECLICA	11
•		
Equipment Operator-A Facilities Manager V - Frozen	EQUPOPRA	9

Farm Crew Leader-E Farm Crew Leader-E Farmer Groundskeeper-E Groundskeeper IV - Frozen	FRMCLDRE FRMCLDRE FARMER GROUNKPR	8 E9 E6 E8
•	INDPLDRE INDPLDRE INDPLDRE JANITORA JANITORA LABORERE LOCKSMTE LOCKSMTE LOCKSMTA MACHNSTE MACHNSTE MACHNSTE MAINMCHE MAINMCHE MAINMCHE MASNPLSE MASNPLSE MASNPLSE MASNPLSE MCFLOPRE MCFLOPRE MCFLOPRE MCFLOPRE MCFLOPRE MOTVOPRA MOTVOPRA MOTVOPRA MOTVOPRA PAINTERE PAINTERE PAINTERE PAINTERE PAINTERE PLUMBERE PLUMBERE PLUMBERE PLUMBERE PLUMLICA PWPLOPRE PWPLOPRE PWPLOPRE PWPLOPRE PWPLOPRA PRNKYLNE PRNKYLNE	8 9 E 5 6 5 E 6 9 10 8 E 10 8 E 10 5 E 7 E 7 8 E 8 E 10 8 E 10 6 7 E 8 E 10 8 E 10 6 7 E 8 E 8 E 10 8 E 10 6 7 E 8 E 8 E 10 8 E 10 8 E 10 6 7 E 8 E 8 E 10 8 E 10 8 E 10 6 7 E 8 E 8 E 10 8 E 10 8 E 10 6 7 E 8 E 8 E 10 8 E 10 8 E 10 6 7 E 8 E 8 E 10 8 E 10 8 E 10 6 7 E 8 E 10
Printing Keyliner-A Printing Typesetter-E	PRNKYLNA PRNTYPSE	9 6

Printing Typesetter-E	PRNTYPSE	7
Printing Typesetter-E	PRNTYPSE	E8
Printing Typesetter-A	PRNTYPSA	9
Refrigeration Mechanic-E	REFRMCHE	8
Refrigeration Mechanic-E	REFRMCHE	E9
Refrigeration Mechanic-A	REFRMCHA	10
Refrigeration Mechanic Licensed-E	REFRLICE	E10
Refrigeration Mechanic Licensed-A	REFRLICA	11
Reproduction Machine Operator-E	RPMOPRE	5
Reproduction Machine Operator-E	RPMOPRE	E6
Reproduction Machine Operator-A	RPMOPRA	7
Reproduction Machine Operator-2A	RPMOPR2A	8
Reproduction Machine Repairer-E	RPMARPRE	E9
Reproduction Machine Repairer-A	RPMARPRA	10
Reproduction Machine Supervisor IV - Frozen		
Steeplejack-E	STPLJCKE	8
Steeplejack-E	STPLJCKE	E9
Steeplejack-A	STPLJCKA	10
Storekeeper-E	STORKPRE	5
Storekeeper-E	STORKPRE	E6
Storekeeper-A	STORKPRA	7
Television Equipment Repairer	TELERPR	E9
Trades Helper	TRADEHLP	E6
Transportation Maintenance Worker-E	TRMTWKRE	6
Transportation Maintenance Worker-E	TRMTWKRE	7
Transportation Maintenance Worker-E	TRMTWKRE	E8
Transportation Maintenance Worker-A	TRMTWKRA	9
Wastewater Treatment Plant Operator-E	WSTPOPRE	8
Wastewater Treatment Plant Operator-E	WSTPOPRE	E9
Wastewater Treatment Plant Operator-A	WSTPOPRA	10
Welder-E	WELDERE	E9
Welder-A	WELDERA	10
Wildlife Assistant-E	WLDLASTE	6
Wildlife Assistant-E	WLDLASTE	7
Wildlife Assistant-E	WLDLASTE	E8
Wildlife Assistant-A	WLDLASTA	9

Some employees in the following class may be included depending upon specific duties of the position.

State Worker STATEWKR 4

APPENDIX B SAFETY AND REGULATORY UNIT B A02 Ref: Article 3 - Recognition

HRMN POSITION	POS CODE	GRADE	CODE
Attorney General Investigator-E	ATGNINUE	9	2
Attorney General Investigator-E	ATGNINUE	10	2
Attorney General Investigator-E	ATGNINUE	E11	2
Attorney General Investigator-A	ATGNINUA	12	2
Auto Regulation Investigator - E	AUTRINUE	10	2
Auto Regulation Investigator - E	AUTRINUE	E11	2
Auto Regulation Investigator - A	AUTRINUA	12	2
Boiler Inspector - E	BOLRISPE	E11	2
Boiler Inspector - A	BOLRISPA	12	2
Bridge Safety Officer - E	BRSFOFRE	6	1
Bridge Safety Officer - E	BRSFOFRE	E7	1
Bridge Safety Officer - A	BRSFOFRA	8	1
Building Code Inspector - E	BLCDISPE	E11	2
Building Code Inspector - A	BLCDISPA	12	2
Child Support Specialist - E	CHISPSPE	9	2
Child Support Specialist - E	CHISPSPE	10	2
Child Support Specialist - E	CHISPSPE	P11	2
Child Support Specialist - A CHISPSPA	\	12	2
Conservation Officer (RCRT) - E	CNVOFRE	10	**
Conservation Officer -E	CNSVOFRE	10	**
Conservation Officer -E	CNSVOFRE	E11	**
Conservation Officer -SR-A	CNSVOFRA	12	**
Conservation Officer -SPL-SS	CNVOFRSS	13	**
Construction Safety Inspector - E	COSFISPE	E11	2
Construction Safety Inspector - A	COSFISPA	12	2
Construction Safety Inspector - SS	COSISPSS	13	2 3
Corrections Investigator - E	CORRINVE	10	2
Corrections Investigator - E	CORRINVE	E11	2
Corrections Investigator - SR-A	CORRINVA	12	2
Electrical Inspector - E	ELCTISPE	E11	2 2
Electrical Inspector - A	ELCTISPA	12	2
Elevator Inspector - E	ELEVISPE	E11	2
Elevator Inspector - A	ELEVISPA	12	2
Emissions Test Station Inspector-E	EMSTISPE	9	2
Emissions Test Station Inspector-E	EMSTISPE	E10	2
Fire Safety Officer - E	FRSFOFRE	6	1
Fire Safety Officer - E	FRSFOFRE	E7	1
Fire Safety Officer -A	FRSFOFRA	8	1
Fire Crash Rescue Officer - E	FRCROFRA	8	N/A
Fire Crash Rescue Officer - E	FRCROFRE	E9	N/A
Fire Crash Rescue Officer - LW-A	FRCROFRA	10	N/A

Fire Safety Inspector - E Fire Safety Inspector - E Fire Safety Inspector - A Forest Fire Officer - E Forest Fire Officer - E Forest Fire Officer - E Forest Fire Officer - A Fruit/Vegetable Inspector - E Fruit/ Vegetable Inspector - E Hazardous Mtrls Storage Insp - E Hazardous Mtrls Storage Insp - A Hazardous Mtrls Storage Insp - A Hazardous Mtrls Storage Insp - SS Life Guard Lift/ Ride Inspector Lift/ Ride Inspector - A Mechanical Code Inspector - E Mechanical Code Inspector - A Motor Carrier Investigator Motor Carrier Officer - RE Motor Carrier Officer - E Occupation Safety Inspector - E Occupation Safety Inspector - A Park & Recreation Ranger - E Parking Officer - E Parking	FIRSISPE FIRSISPA FFIROFRE FFIROFRE FFIROFRA FFIROFRA FRVGISPE FRVGISPE FRVGISPE FRVGISPE HAZMISPA HAZMISPA HAZISPSS LIFEGRDE LIFRDISPA MCOFFCRE MCOFFCRE MCOFFCRE OCSFISPE OCSFISPE OCSFISPE OCSFISPE OCSFISPE PRKRNGRE PRKROFRE PRSCOFRA RSFYISPE RSFYISPE REGLAGTE REGLAGTE REGLAGTE	9 E10 11 7 8 9 10 11 12 E11 12 11 9 9 10 11 12 6 7 8 8 11 12 7 7 8 9 10 11 12 11 9 10 11 12 11 12 11 12 11 12 11 12 11 12 13 14 14 15 16 16 16 16 16 16 16 16 16 16 16 16 16	1111111222222212221111222211111222211111
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Regulation Agent - A	REGLAGTA	12	2
Vehicle Safety Inspector - E	VESFISPE	9	2
Vehicle Safety Inspector - E	VESFISPE	E10	2
Weights/ Measures Inspector - E	WEMEISPE	9	2
Weights/ Measures Inspector - E	WEMEISPE	E10	2
Weights/ Measures Inspector - A	WEMEISPA	11	2

^{*} Some employees in the following classes may be included and others excluded depending upon specific duties of the position.

State Worker	STATEWKR	4	1
State Transitional Professional - E	STATPRFE	9	

^{**} Employees in this classes are law enforcement.

Eligibility for overtime compensation for employees in the classifications listed shall be in accordance with the code indicated above which is defined in Article 15, Section B.

Employees working in managerial, confidential, or supervisory positions, or any positions excluded by the Civil Service Rules and Regulations, shall not be covered by the terms and conditions of this Agreement.

APPENDIX C **Employee Benefits Eligibility Chart**

Definition of Appointment Duration

<u>Definitions:</u>

1.	Permanent	: Appoir	ntment is ex	cpected to	last indefinitely.
----	-----------	----------	--------------	------------	--------------------

2. Limited Term Appointment has a specific expiration date.

Appointment is expected to last less than (Non-Career) 3. **Temporary**

720 hours and has a specific expiration date.

Definition of Appointment Type

Definitions:

1. Full-Time The regular work schedule consists of 80 hours per biweekly

pay period.

2. Part-Time The regular work schedule consists of less than 80 hours per (Hourly)

biweekly pay period. (Usually set hours)

3. **Intermittent** Scheduled work hours are based on the needs of the Employer. The schedule may vary between 0-80 hours per biweekly pay period.

biweekly pay period.

4. **Seasonal** Regular work schedule is normally for specific parts of the year. Scheduled work hours are based on the needs of the Employer.

Benefit	Permanent / Limited Term	Temporary (Non-Career)
Initial Annual Leave	Credit 16 hours upon appointment to position	Not Eligible

NOTE:

- 1. Initial grant is available for immediate use.
- 2. Not more than 16 hours initial annual leave may be credited in any calendar year. However, unused credits may be restored upon separation and rehire within the same calendar year.
- 3. Payment for unused credit not permitted at separation until 720 hours of service completed.

Benefit	Permanent / Limited Term	Temporary (Non-Career)
Annual Leave A. Less than 2080 hours continuous service completed.	Credit 4 hours annual leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours.	Not Eligible.
B. 2080 hours or more of continuous service, but	Credit 4.7 hours of annual leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours.	Not Eligible.
less than 10,400 hours.	, negret	Not Eligible.
C. 10,400 hours or more of continuous service.	See table, Article 39, for annual leave accrual rates.	

NOTE: Credit, use and payment not permitted until 720 hours completed (except upon reinstatement or return from layoff, when credit, use and payment is permitted after

completion of 80 hours in pay status).

Benefit	Permanent / Limited Term	Temporary (Non-Career)
Sick Leave	Credit 4 hours of sick leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours.	Not Eligible.

NOTE: 1. Credit and use permitted next pay period.

- 2. Payment for unused credits at 50% of regular rate, upon retirement or death only (except for employees hired on or after 10-1-80).
- Unused credits restored to a separated permanent employee who returns within three years by permanent appointment, except if separated by retirement. Sick leave balances are placed to the credit of a laid off employee upon recall to permanent employment in the state classified service.

4. An employee who returns by a temporary (non-career) appointment may not use credits previously earned.

Benefit	Permanent / Limited Term	Temporary (Non-Career)
Step Increase	Upon completion of required 1040 or 2080 hours of satisfactory service.	Not Eligible.

Permanent / Limited Term				
Benefit	Full-Time	Part-Time percent %	Hourly / Permanent- Intermitant	Seasonal
Paid Holidays	Full holiday pay.	Pay in pro- portion to	Pay in proportion to	Full holiday pay during
Note: Temporary (Non-career) are not		percentage assigned to position, or full pay if scheduled to	average hours in pay status for previous six pay periods, if applicable, or	season.
eligible for		work all non-	full pay if	

paid holidays.				holiday l in pay p (see Art 49)	eriod.	scheduled work all no holiday he pay perio Article 49	on- ours in d. (see	
Benefit		Per	maı	ne, PartT nent B In nal	-	• •	Tempo (Non-C	
Status granted at end work period in which 2 of satisfactory services (except for classes for longer probationary period unless/until certified from employment list.		hich 208 ervice c es for w ary perio e Civil S	30 hours ompleted which a od is	Not Eliç	gible.			
Longevity		curi to C	Commencing at 10,400 hours of currently continuous service prior to October 1 st of any year. Paid annually in October.			vice prior	Not. Eligible.	
			Per	manent	/ Limit	ed Term	+	
State Sponsore d Insurance	Ful Tim		Pa	rt-Time	Per	ourly / manent rmitent	S	Seasonal
Health	Eligib	le.	Eliç	gible.	Eligible	е.	Eligible	€.
Life	Eligib	le.	woi	gible if rking 40 or more ull time.	Eligible workin more of time.	g 40 % or	_	e if working 40 nore of full
Long Term Disability	Eligib	le.	Sar Life	me as	Same	as Life.	Eligible full tim	e if working e.
Dental	Eligib	le.	Sar Life	me as	Same	as Life. *	Same	as LTD. *
Vision	Eligib	le.	Sar Life	me as	Same	as Life.	Same	as Dental.

NOTE: Temporary (Non-Career) is not eligible for Health, Life, Long Term Disability, Dental or Vision Insurances.

- * Exceptions for Permanent Intermittent and Seasonal eligibility for dental benefits:
 - A. No more than two consecutive pay periods without being on the payroll B dropped after third.
 - B. For seasonals, must have at least eight months of cumulative employment per year.

Permanent / Limited Term					
Benefit	Full-Time, Part-Time, Hourly, Permanent- Intermittent, Seasonal	Temporary (Non-Career)			
Accidental Duty Death	Eligible.	Eligible.			
Deferred Compensation	Eligible to enroll in next quarterly open enrollment following date of appointment.	Not Eligible.			

APPENDIX D Authorization for Deduction of Representation Service Fee MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL5

Name-Last	First	Middle		
Home Address (Street)	(City) (Sta	te) (Zip)		
Home Phone No.	Work	Phone No.		
Department and Work Si	te (example;	Corrections/Standis	h Maximum Facility)	
Signature		С	Date	
Work County (example; I	ngham) Jo	b Title & Level (exa	mple; TMW III)	
Authorization MIS U		eduction of Represe	E B 0 Deduction Code	
On this date, authorize the State of Midwage rate each two-weel written notice in accord Local 5 and the State of Association/ AFSCME Loadditionally hereby giver two week pay period to the Article XVII of the Con Association. Fees, contras charitable contribut MSEA/AFSCME Local 5 deductible in limited cir Internal Revenue Service	chigan to deck pay period ance with the Michigan) and cal 5 for payon to increase that of any anastitution (assibutions, or gions, for feed, however, cumstances,	luct a sum equal to from any accrued when applicable control do remit same to ment as a represer or decrease the shount determined by amended) of the lifts to MSEA/AFSC deral income tax may qualify as bus	rages due me (until reveract between MSEA/Athe Michigan State Emptation service fee. Copecific named deductive the Union in accordate Michigan State Empurposes. Fees siness expenses and	se hourly woked by AFSCME aployees onsent is on each ance with aployees eductible paid to may be
Signature of Employee				
Name (please print or type	pe)	Department (pleas	e print or type)	

APPENDIX E Application for Membership MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL5

Name-Last	First		Midd	le	
Home Address (Street)	(City)	(State)	(Zip)		
Home Phone No.		Wo	rk Phone N	0.	
Department and Work Sit	e (example;	Corrections/S	Standish Ma	 aximum l	Facility)
Signature			С	Date	
Work County (example; li	ngham) Jo	b Title & Lev	el (example	; TMW I	II)
MICHIGAN STA		YEES ASSOO		FSCME	LOCAL5
MIS U				E A 0 1	
		urity Number		Deduct	
On this date,authorize the State of Mic wage rate each two-week written notice in accordance Local 5 and the State of Association/ AFSCME Local 5 and the State of Association/ AFSCME Local 5 and the State of Association (as amount of the Constitution (as amount of the Constitution) (as amount of the Constitution, or gifts to contributions, for federal however, may qualify a circumstances, subject to	chigan to ded ance with the Michigan) and ocal 5 for part or decrease unt determinal ended) of the MSEA/AFS income tax pass business	luct a sum ed from any acc ne applicable ad to remit sa yment of my the specific led by the Un e Michigan S SCME Local ourposes. Fo expenses	rued wages contract me to the Munion dues named ded ion in accostate Emplos are not ees paid to and may	(1) hour so due me between Michigan so. Consuction earth opens As deduction be deduction be deduction msea//	e (until revoked by MSEA/AFSCME State Employees ent is additionally ach two week pay with Article XVII of ssociation. Fees, ible as charitable AFSCME Local 5, uctible in limited
Signature of Employee					
Name (please print or typ	e)	Department	(please pri	nt or type	e)

APPENDIX F DETROIT HOUSE OF CORRECTIONS ASSUMPTION PLAN

In accordance with provisions of proposed legislation known as House Bill 4392 regarding the assumption of former City of Detroit employees at the Detroit House of Corrections into the Michigan State Classified Civil Service within classifications exclusively represented by the Michigan State Employees Association, and pursuant to Article 11, Section C.2, of the Primary Agreement between MSEA and the State of Michigan, the Parties agree to the following:

1. Seniority.

- a. For purposes of computing eligibility for any fringe benefit, all assumed bargaining unit employees shall be credited with one hour of continuous state service for each hour in pay status not including overtime as an employee for the City on a continuous basis. This includes but is not limited to annual and sick leave credit and longevity. All employees brought into the state classified service under this Plan will be allowed to enroll in the state group insurance programs as if they were new state employees with immediate coverage as of the first day of employment with the state.
- b. For all other applications of seniority within the work site known as the Detroit House of Corrections, assumed employees shall be credited with one hour for each hour in pay status not including overtime as an employee for the City on a continuous basis. For all other applications of seniority anywhere other than the work site known as the Detroit House of Corrections, seniority shall be as defined in Article 11 of the Primary Agreement between MSEA and the State of Michigan, i.e., continuous hours from the date of accretion into the state service.

2. Annual Leave.

The state will assume annual leave which an employee, being assumed by the state, has accumulated as of the date of assumption but not in excess of 200 hours. Any accumulated compensatory overtime will not be assumed by the state. An employee who is laid off and who is brought into the state classified service under the Assumption Plan may elect to buy back up to 200 hours of accrued annual leave which had been paid off. An employee electing this option shall buy back the annual leave at the returning rate of pay. Such payment shall be made to the Department of Corrections. Such option may be exercised only once per recall and must be exercised during the first thirteen pay periods after assumption.

3. Sick Leave.

The state will assume sick leave, which an employee, being assumed by the state, has accumulated as of the date of assumption but not in excess of the amount the employee could have accumulated if he/she had been a state Civil Service employee for the same length of time as they were employees of the City of Detroit.

Sick Leave Payoff:

- a. Employees who were hired in the Detroit Civil Service prior to 10-1-80 will be treated exactly the same as state employees who were hired before 10-1-80 in relation to sick leave payoff. In general, that means a 50 percent payoff for accumulated sick leave upon separation from state service.
- b. Employees hired into the Detroit Civil Service system on or after October 1, 1980, will be treated exactly the same as state employees who were hired on or after October 1, 1980. In general, this means no payoff for unused sick leave balances upon separation from state service.

4. Work Site and Work Location.

The facility known as the Detroit House of Corrections shall be considered a work site for all application of agreements between MSEA and the State of Michigan. This facility shall be included in the work location along with Cassidy Lake Technical School, Huron Valley Men's and Women's Facilities, Phoenix Correctional Facility, Camp Brighton, Camp Pontiac and Camp Gilman for all application of agreement between MSEA and the State of Michigan.

- **5.** In accordance with the Civil Service Rules, the Michigan Civil Service Commission has determined that the following provisions will apply to assumed employees in terms of status, classification, and wages.
- a. Employees who have certified status with the Detroit Civil Service and were hired in their DeHoCo positions as a result of a competitive process will be assumed into the state classified service in comparable positions, without further tests or examinations but subject to satisfactory completion of the standard probationary period for the classification.
- b. Employees who do not have certified status under Detroit Civil Service, but do have three (3) years or more of continuous Detroit Civil Service classified service as of the date on which the state assumes operation of the DeHoCo, shall be assumed into the state classified service without further test of fitness but subject to satisfactory completion of the standard probationary period for the classification.
- c. Employees who do not have certified status under Detroit Civil Service and have less than three (3) years of continuous Detroit Civil Service classified service as of the date on which the state assumes operation of DeHoCo are to be assumed into the state classified service subject to passing a non-competitive state Civil Service examination and satisfactory completion of the standard probationary period for the classification.
- d. DeHoCo employees who are now recipients of wages that are higher than the comparable job classifications in the state classified service will be afforded "Red-Circle" pay treatment. Employees falling within this category will be paid the base

rates they received prior to March 1, 1985, until such time as the wages for their state Civil Service classification equals or exceeds their "Red-Circled" pay rates.

6. This Stipulation and Agreement shall be considered an addendum to the Parties' current contract and shall be effective on the date approved by the Michigan Department of Civil Service.

7. General.

All assumed bargaining unit employees are covered by the terms and conditions of the Primary Agreement between MSEA and the State of Michigan.

APPENDIX G

PROCEDURE 1220.02 Issued January 1, 1994

SUBJECT: Garnishments, levies and wage assignments.

APPLICATION: Executive Branch Departments and Sub-units.

PURPOSE: To provide guidelines for garnishments, levies and wage

assignments and their effect on State payrolls.

CONTACT AGENCY: Department of Treasury - Bureau of Management Services,

Financial Operations Division.

TELEPHONE: 517 / 373-3150

FAX: 517 / 373-6941

SUMMARY:

A court may order an assignment to the Friend of the Court of the salary, wages or other income of a person responsible for payment or support and maintenance of minor children and the assignment shall continue until regular support payment and any arrearage is paid in full.

Order of assignment is effective 1 week after service upon the employer of a true copy of the order by personal service or registered or certified mail. Thereafter, the employer withholds from earnings due the employee, amount specified in the order of assignment for transmittal to Friend of the Court until notified by Friend of the Court that support arrearage is paid in full.

The Attorney General has ruled that a court order directed to the State of Michigan which orders a specific monetary amount deducted from a State employee's salary for payment to Friend of the Court until further notice, becomes effective as provided by

statute when served upon any State agency and all State agencies involved in preparing and disbursing payroll and are obligated to obey the order.

Failure to obey the court order may constitute contempt of court, for which the State office or department will be fully liable.

The Attorney General has ruled that any order directed specifically to the State of Michigan as employer and served upon the State Treasurer constitutes legal service and may not be returned to the court.

A person employed by any person, firm, corporation, local government or agency, or the State or agency thereof, and working for wages or for a salary for others, including those paid of commission or combination thereof, having debts and being unable to pay, may file a list of creditors with the clerk of district or municipal court where the person lives or is employed and upon making assignment of all future wages to the clerk of the court to continue during pendency of proceedings is entitled to have a notice served upon each creditor.

<u>Garnishments</u> are a legal process embodying an order from any court of record in Michigan directing the State to withhold a specified amount of money from the pay of a named employee, to be paid to the court in settlement of a judgment rendered by the court against said employee.

The amount of wages subject to garnishment in a week is limited to 25% of an employee's disposable earnings or the amount by which his disposable earnings exceeds 30 times the current minimum hourly wage set by Section 6(a)(1) of the Fair Labor Standards Acts, whichever is less.

A <u>levy</u> is an of collecting or exacting by authority, examples of which are governmental taxes and assessments. Specifically, in this application, it is an action brought by the U.S. Treasury Department, Internal Revenue Service, Michigan Department of Treasury, and the Michigan Employment Security Commission to collect, by deduction from as employee's pay, any taxes and/or assessments due from the employee to the governmental body. The federal levy code lists child support by court order as an exemption before the seizure of wages. This action is separate from and in addition to amounts normally withheld for income tax purposes.

Notice of levy is issued by the governmental body directly to the State Treasury. No court is involved. Internal Revenue Service levies issued against employees are continuous until released in writing.

An assignment, to the Friend of the Court, of the salary, wages or other income of the person responsible for payment of support and maintenance of minor children may be made by order of the court. The assignment continues in force until notified by the Friend of the Court that the support arrearage is paid in full.

An assignment, to the clerk of the court, of the salary, wages or other income of the person responsible for unpaid debts may be made by court order. The assignment continues until served with a notice to the contrary from the court.

APPLICABLE FORMS: None.

PROCEDURES:

Garnishment / Levies

Michigan Court of Record or Attorney, Internal Revenue Service (IRS), State Collection Division:

- o Serves copies of writ of garnishment or levy and summons of garnished employee in person or by certified mail.
- o Serves garnishment on State Treasurer or designated representative in person or by certified mail.
 - Appointed representatives of the State Treasurer are located in Financial Operations Division in the Treasury Building in Lansing and Treasury branch office in Detroit.
 - Personnel and payroll offices must refuse service of a garnishment.

State Treasurer or Designated Representative, Financial Operations Division:

- o Receives notice of levy from U.S. Department of Treasury, IRS, Michigan Department of Treasury, or Michigan Employment Security Commission.
- o Receives service of garnishment from court.
 - Before garnishment can be processed, the following must be received:
 - -- Service of garnishment by certified mail or in person
 - -- Affidavit of garnishment
 - -- Writ of garnishment or summons
 - -- Proof of service upon defendant
 - -- A statutory fee
- o Enters garnishment/levy information into payroll garnishment/levy system.
 - Payroll garnishment/levy system interfaces with Personnel Payroll Information System for Michigan(PPRISM), calculates garnishment or levy amount, writes proper payroll amount to the defendant, prints required disclosures and sends amount for the plaintiff to the vendor system.

- The system generates all reports necessary for Financial Operations Division to balance and audit the accounts.
- Verifies reports for accuracy before payroll is mailed via regular payroll mail system.
- o Initiates request for vendor run of third party plaintiff warrants.
- o Mails disclosures, i.e., notification of the warrant number amount of garnishment, amount being paid to the court, etc., to departments for distribution to recipients.
 - Files Treasury's disclosure.

Assignment of Wages to Friend of the Court or Clerk of the County

State Department of Treasury:

- o Sends court order served on the State Treasurer for assignment of wages to Friend of the Court to employee's Payroll/Personnel Office immediately.
 - If the individual is not employed by the department, performs on-line inquiry to PPRISM; determines where the individual is employed.
 - Forwards court order to new department.
 - If individual is no longer employed by the State, returns court order to court of origin with a written explanation.

Payroll/Personnel Office

- Receives court order directing assignment of employee's wages to Friend of the Court.
- o Verifies court order specifies State of Michigan as the employer and the amount to be deducted biweekly.
- o Reviews PPRISM Coding Manual 9.10.6 to determine if a code exists for the court or receiver named in the court order.
 - If code exists, processes deduction transaction in payroll system.
 - If code does not exist, mails court order to DMB, Office of Financial Management, Information Services Division (ISD) to have a code established.
- o Receives employee's payroll warrant from Treasury with specific wage assignment deducted.
 - Distributes with regular payroll warrants.
- o Maintains file of court orders, notices of termination and pertinent documentation for each wage assignment.

- o Notifies employee of wage assignment and amount of assignment.
- o When the court order is satisfied, receives notice from the court that the court order has been terminated.
 - Stops payroll deduction for wage assignment to Friend of the Court by canceling employee deduction.

Office of Financial Management:

- Receives court order which requires establishment of a code in PPRISM; establishes code.
 - Retains a copy of the court order.
 - Notifies Payroll/Personnel Office that submitted the court order of the new code; returns court order to Payroll/Personnel Office.

* * *

APPENDIX H

PROCEDURE 0620.02 Issued October 4, 1993

SUBJECT: Submissions to the Finance and Claims Committee.

APPLICATION: Executive Branch Departments and Sub-units.

PURPOSE: To outline procedures for submitting materials to the Finance

and Claims Committee of the State Administrative Board.

CONTACT AGENCY: Department of Management and Budget (DMB) - State

Administrative Board.

TELEPHONE: 517 / 335-2559

FAX: 517 / 335-2355

SUMMARY: The Secretary of the State Administrative Board reviews contracts and other material presented and prepares the agenda for the meetings of the Finance and Claims Committee of the State Administrative Board.

APPLICABLE FORMS: CS-138, Contractual Services Request. DMB-1104, Claim Against the State of Michigan for Personal Losses Less than \$1,000. (Affidavit, no

longer required, but still used by MDOT.). OCM-810, Finance and Claims Agenda Format. OOB-145, Request for Appropriation and Allotment Adjustment.

PROCEDURES:

Requesting Agency:

- If the proposed action is a contract, determines whether State Administrative Board approval is required.
 - State contracts of \$100,000 or more which require such approval, regardless of their source of funding or duration, are:
 - Contracts or purchase orders for all supplies, materials, and equipment; for all services, including consulting, research, and professional services; between State departments and private vendors, between State departments and educational institutions, or between State departments and other governmental units;
 - Contracts or blanket orders whose dollar values are not fixed but which are estimated to be \$100,000 or more;
 - Contracts or purchase orders for commodities or services available from only one source.
 - Contract amendments of \$50,000 or more also require the approval of the State Administrative Board.
 - Emergency contracts of \$100,000 or more involving public health or safety do not need prior approval (See Procedure 0510.03). These contracts shall be reported to the State Administrative Board as soon as possible after execution.
- If the proposed action is a contract, submits the following material to the Secretary of the State Administrative Board:
 - 1 copy of an Agenda Format (OCM-810)
 - Example:

DEPARTMENT OF (Type in name)

Requests approval of the following contracts:

(1) ABC Corporation

\$125,000.00

Grand Rapids, MI

Testing Services

(2) Acme Distillery Co. \$101,225.00

Liquor Purchase

- For each contract on the agenda:
 - 10 copies of a Contract Information Summary
 - Brief description of commodity or service.
 - Term of contract.
 - If and when bids were taken.
 - Summary of bids.

- Explanatory information.
- Departmental recommendation on award.
- 1 copy of CS-138 form submitted to Civil Service, if applicable.
- 2 copies of the proposed contract or model contract including all applicable amendments.
- o If the request is for disposal of state property, see Procedures 0110.01, 0340.05 and 0220.01.
- o If the request is for write-offs of state receivables, see Procedure 1210.28.
- o If the request is for release of capital outlay funds, see Procedure 0110.04.

Claimant:

Grp. No.

o If the request is for settlement of a small claim against the state under \$1,000, prepares a DMB-1104 and submits the completed form to the Secretary of the State Administrative Board.

Secretary to the State Administrative Board:

- o Reviews contracts and other materials and prepares summary information for the Director and Deputy Directors of DMB.
- o Handles any necessary correspondence or other communication relative to items presented.
- o Prepares agenda and minutes for the Finance and Claims Committee.
- o Forwards committee recommendations to the State Administrative Board for action.

* * *

APPENDIX I RETAIL PRESCRIPTION DRUG PLAN

Unit Description and Code

81817 Labor & Trades (A-31)

Safety & Regulatory (A-02)

The Retail Prescription Drug Plan is available to Labor & Trades and Safety and Regulatory Unit employees and their family members who are enrolled in the State Health Plan. The plan covers most prescription drugs prescribed by a prescriber.

This benefit covers the full cost, less your (non-reimbursable) copayment, of each prescription drug or refill you purchase up to a 34-day supply. Certain medications can be covered in a 100 unit dosage or 34-day supply (whichever is greater) or a 200 unit dosage or 34-day supply (whichever is greater). You should contact the Pharmacy Benefit Manager (PBM) as to which medications can be obtained in 100 or 200 unit dosages or you can ask any participating pharmacist.

Your prescription will be filled with a generic medication unless your prescribing physician has indicated "dispense as written" ("DAW") on your prescription.

When you use the services of a participating pharmacy, providers will bill the PBM directly for your prescription expenses and will accept the PBM payment amount as payment in full. Aside from your copayment, you will not have any out-of-pocket prescription medication expenses nor any claim forms to file. Simply present your prescription drug identification card to the participating pharmacist. There shall be an employee co-pay of \$7.00 for generic drugs, \$15.00 for brand name drugs and \$30.00 for non-preferred brand name drugs...

If you use the services of a non-participating pharmacist, you can file your claim for the reimbursement of your expenses (less your copayment) by using a claim form. You can obtain a new claim form by contacting the Pharmacy Benefits Manager.

SPECIFICATIONS FOR RETAIL PRESCRIPTION DRUG PLAN

I. DRUGS COVERED

- **A.** Federal Legend Drugs, including any medical substance bearing the legend Caution: Federal Law prohibits dispensing without a prescription, except those specifically excluded in subsection III below.
- **B.** State Restricted Drugs, including any medicinal substance which may be dispensed by prescription only, according to appropriate State Laws.
- **C.** Compound Medications, including any extemporaneously prepared dosage form containing at least one Federal Legend or State Restricted drug in a therapeutic amount, or a combination of ingredients which require a prescription by law. Liquid medications must include weighting of at least one solid or the measuring and mixing of at least three liquid ingredients.
- **D.** Oral Contraceptives.
- **E.** Injectible Insulin, including needles and syringes.
- **F.** Any of the above (A through D) must be prescribed by a health professional authorized to prescribe medication.

If chemotherapeutic agents are prescribed drugs and the cost of administration is not included and all other conditions of the prescription are met, the costs of administration are covered.

II. LIMITATIONS

- **A.** Benefits will be payable only for prescription drugs dispensed while the member is covered for this benefit.
- **B.** If an acceptable substitute generic drug is available, then generic drugs must be dispensed unless the prescriber has specified <u>dispense as written</u> (DAW) on the prescription.

III. EXCLUSIONS

- **A.** Benefits will not be paid for any refill of a drug dispensed more than one year after the latest prescription initial fill date.
- **B.** Benefits will not be payable for any drug provided while the member is an in-patient in a hospital, convalescent facility, psychiatric facility, or any similar institution, health care facility, or on an out-patient basis in any such facility or by a physician to the extent benefits are payable for the prescription under any other plan, or by the health care facility.

The plan covers drugs written on prescriptions by physicians for home health care patients, however, the plan does not pay for the administration of any drug.

- **C.** Benefits will not be payable for a device of any type.
- **D.** Benefits will not be paid for any refill of a drug which is more than the number of refills specified by the prescriber. The PBM, before filling the prescription, may require a new prescription, or evidence as to need, if the prescriber has not specified the number of refills or the frequency or number of prescriptions or refills appears excessive under acceptable medical practice standards.

Benefits will not be paid for:

- **A.** Immunization agents, biological sera, blood or blood plasma, excluding factors 8 and 9.
- **B.** Drugs labeled "Caution limited by federal law to investigational use", or experimental drugs.
- **C.** Any charge for the administration of Prescription Legend Drugs or injectable drugs.

- **D.** Medication covered by Worker's Compensation or similar occupational law, any state or governmental agency, or for which no charge is made to the employees.
- **E.** Any medication that the prescribing health professional is not licensed to prescribe.
- **F.** Federal Schedule 1 drugs.
- **G.** Over-the-counter medications.

APPENDIX J
Longevity Compensation Plan
Schedule of Payments

YEARS OF SERVICE	EQUIVALENT HOURS OF SERVICE * 10,440	ANNUAL PAYMENTS
6 7	12,480 14,560	\$260
8	16,640	Φ 200
9	18,720	
10	20,800	
11	22,880	\$300
12	24,960	ΨΟΟΟ
13	27,040	
14	29,120	
15	31,200	\$370
16	33,280	•
17	35,360	
18	37,440	
19	39,520	\$480
20	41,600	
21	43,680	
22	45,760	
23	47,840	\$610
24	49,920	
25	52,000	
26	54,080	
27	56,160	\$790
28	58,240	
29	60,320	\$1040
& Over	& Over	

^{*} Eligibility for payment at any bracket will occur upon completion of the equivalent hours of service indicated for the bracket by October 1. The impact of the longevity payment on the regular hourly rate for purposes of overtime compensation shall be computed and paid as part of the longevity payment.

APPENDIX K Supervisor's Report of Reasonable Suspicion

EMPLOYEE:	DATE:	=
LOCATION:	TIME:	
BREATH (Odor of Alcohol Beverage): ()S EYES: ()Bloodshot ()Glassy	SERVATIONS Strong ()Faint ()Moderate ()Non ()Normal ()Watery ()Ged Pupils ()Dilated Pupils ()Intered ()Thick Tongued ()Arred ()Good ()Not Understa ()Other ()Care-free ()Cocky ()Care-free ()Cocky ()Other ()Vomiting ()Indifferent ()Gring ()Other ()Other ()Other ()Swaying ()Gring ()Stumbling ()Swaying ()Gring ()Gring ()Stumbling ()Swaying ()Gring ()Stumbling ()Swaying ()Gring ()Gring ()Gring ()Gring ()Stumbling ()Swaying ()Gring ()Grin	e Clear Normal Accent ()Fair andable Sleepy ()Polite Fighting g ()Other Other
Signs or complaints of illness or injury:		_ _
Safety-Sensitive Function: ()Yes ()No	Describe:	-
<u>SUPER</u>	VISOR'S OPINION	_
Apparent effects of alcohol / drug use:		()None ()Slight ()Obivious ()Extreme
Additional Comments:		_
SUPERVISOR: SIGNATURE: DATE:	WITNESSES:	-

APPENDIX L Article 31

PHYSICIAN STATEMENT

APPENDIX M STATE HEALTH PLAN COMMUNITY BLUE PPO BENEFIT CHART

	State Health Plan (PPO)		
	In-Network	Out-of-Network	
Preventive Services - Limited 2006 limit increases to \$1,500	l to \$750 per calendar year per).)	person (On January 1,	
Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered-100%, one per calendar year	Not covered	
Annual Gynecological Exam	Covered-100%, one per calendar year	Not covered	
Pap Smear Screening- laboratory services only	Covered-100%, one per calendar year	Not covered	
Well-Baby and Child Care	Covered-100% -6 visits per year through age 1 -2 visits per year (age 2 through 3) -1 visit per year (age 4 through 15)	Not covered	
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered 100% not applied toward per person calendar maximum.	Not covered	
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not covered	
Flexible Sigmoidoscopy Exam Colonoscopy Exam	Covered 100%	Not covered	
Colonoscopy Exam	Covered 100% one each 10 years after age 50. No deductible. Not applied to Preventative Max.	Covered 90% one each 10 years after age 50. After deductible. Not applied to Preventative Max.	
Prostate Specific Antigen (PSA) Screening	Covered-100%, one per calendar year	Not covered	
Childhood immunizationis (effective January 1, 2006)	Covered 100% for children through age 16.	Covered 90% after the deductible	
Mammography			
Mammography Screening	Covered 100%	Covered-90% after deductible	
	One per calendar year, no age restrictions		

Physician Office Services		
Office Visits	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary
Outpatient and Home Visits	Covered - 100% after deductible	Covered - 90% after deductible, must be medically necessary
Office Consultations	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room- approved diagnosis, prudent person rule Ambulance Services - medically necessary for illness and injury	Covered 100% for emergency medical illness or accidental injury Covered 100% after deductible	Covered 100% for emergency medical illness or accidental injury Covered 100% after deductible
Diagnostia Sarvigas		
Diagnostic Services Laboratory and Pathology Tests	Covered - 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered - 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered - 100% after deductible	Covered - 90% after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	deductible	Covered - 90% after deductible
Delivery and Nursery Care	Includes care provided by a Covered - 100% after	Covered - 90% after
Delivery and Nursery Care	deductible	deductible
	Includes delivery provided by	
Hospital Care	Covered 4000/ -#	Covered 000/ -ft
Semi-Private Room, Inpatient Physician Care, General	Covered – 100% after deductible	Covered – 90% after deductible
Nursing Care, Hospital Services and Supplies, and Blood Storage	Unlimited Days	Unlimited Days
Inpatient Consultations	Covered – 100% after deductible	Covered – 90% after deductible
Chemotherapy	Covered – 100% after	Covered – 90% after

	deductible	deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered – 100% after	Covered – 90% after
	deductible	deductible
	120 days per confinement	1
	In-Network	Out-of-Network
Hospice Care	Covered – 100%	Covered – 100%
	Limited to the lifetime dollar max. the sta	te
Home Health Care	Covered – 100% after	Covered – 100% after
	deductible	deductible
	Unlimited visits	1
Surgical Complete		
Surgical Services	Covered 4000/ often	Covered 000/ offer
Surgery - includes related	Covered – 100% after deductible	Covered – 90% after deductible
surgical services	Covered – 100% after	Covered – 90% after
Voluntary Sterilization	deductible	deductible
	deductible	deductible
Human Organ Transplants		
Specified Organ Transplants -	Covered – 100% after	Covered – in designated
in designated facilities only -	deductible	facilities only
when coordinated through the		
TPA		
	Up to \$1 million maximum per transplant type	
Bone Marrow - when	Covered – 100% after	Covered – 90% after
coordinated through the TPA -	deductible	deductible
specific criteria applies		
Kidney, Cornea and Skin	Covered – 100% after	Covered – 90% after
	deductible	deductible
Montal Hackle Construct Only	tono Abusa Courand land land	
non-BCBSM contract	tance Abuse - Covered under	
Inpatient Mental Health	100% up to 365 days per year.	50%, up to 365 days per
	Partial Day Hospitalization at	year
	2:1 ratio	
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical	100% up to two 28-day	50% up to two 28-day
Abuse Care	admissions per calendar year,	admissions per calendar
	with 60 day interval. Intensive	year, with 60 day interval.
	Outpatient Treatment at 2:1	Intensive Outpatient
	ratio.	Treatment at 2:1 ratio.

	Halfway House 100%	Halfway House 50%	
	l lallway Flouse 10070	l lailway i louse 30 %	
Outpatient Alcohol & Chemical	00% of notwork rates: Limit	50% of network rates	
Abuse	\$3,500/year chemical	Limit \$3,500/year	
Abuse	dependency only	chemical dependency	
	dependency only	only	
		Office	
	In-Network	Out-of-Network	
Other Services	III-IACLWOIR	Out-OI-NetWOIR	
Allergy Testing and Therapy	Covered – 100% after	Covered – 90% after	
Thereby resume and rinerapy	deductible	deductible	
Rabies treatment after initial	Covered – 100% after	Covered – 90% after	
emergency room treatment	deductible	deductible	
Chiropractic Spinal	Covered – 100%, \$10 co-pay	Covered – 90% after	
Manipulation	ουνοισα 10070, φ10 00 ραγ	deductible	
- Ivanipalation	Up to 36 visits per calendar	doddonoio	
	year		
	, , , , , , , , , , , , , , , , , , ,		
Outpatient Physical, Speech			
and Occupational Therapy			
- Facility and Clinic	Covered – 100% after	Covered – 100% after	
	deductible	deductible	
- Physician's Office - excludes	Covered – 100% after	Covered – 90% after	
speech and occupational	deductible	deductible	
therapy			
	Up to a combined maximum of	90 visits per calendar year	
Durable Medical Equipment	Covered – 100% Effective April	Covered – 80% <u>of</u>	
	1, 2005	approved charges no	
		deductible	
Prosthetic and Orthotic	Covered – 100% Effective April		
Appliances	1, 2005	deductible	
Private Duty Nursing	Covered – 90% after	Covered – 90% after	
	deductible	deductible	
Prescription Drugs	Covered under non-BCBSM	Covered under non-	
	contract	BCBSM contract	
Hearing Care Program	\$10 office visits; more frequency		
	standards met.		
Acupuncture Therapy Benefit	Covered – 90% after	Covered – 90% after	
 Under the supervision of a 	deductible (up to 20 visits	deductible (up to 20 visits	
MD/DO	annually)	annually)	

Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth.)	
Deductible, Co-pays and Dollar Maximums		
Deductible	\$200 per member; \$400 per family	\$500 per member; \$1,000 per family
	In-Network	Out-of-Network
Co-pays		
- Fixed Dollar Co-pays - Do	\$10 for office	
not apply toward deductible	visits/consultations	
- Percent Co-pays - MH/SA	10% for MH/SA outpatient, and	10% for most services;
co-pays do not apply toward	private duty nursing	MH/SA at 50%
deductible - Services without a		
network are covered at the in-		
network level		
Annual Dollar Maximums		
- Fixed Dollar Co-pays - Do	N/A	None
not apply toward out-of-pocket		
maximum		
- Percent Co-pays - MH/SA	\$1,000 per member; \$2,000	\$2,000 per member;
and private duty nursing co-	per family	\$4,000 per family
pays do not apply toward out-		
of-pocket maximum		
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

RULES FOR NETWORK USE

A member is considered to have access to the network based on the type of services required, if there are:

- Primary Care -Two Primary Care Physicians (PCP) within 15 miles;
- Specialty Care -Two Specialty Care Physicians (SCP) within 20 miles; and
- Hospital One hospital within 25 miles.

Member Costs Associated within In-Network or Out-of-Network Use

	In-Network	Out-of-Network
Deductible	\$200/individual \$400/family	\$500/individual \$1,000/family
Copayments	Office Visits \$10 Services 0% or 10% Emergency 0%	Most services 10%
Preventive Services	Covered at 100% Limited to \$750 per Calendar year per person. On January 1, 2006, limit increases to \$1,500.	Not covered
Out-of-Pocket Maximum	\$1,000/individual \$2,000/family	\$2,000/individual \$4,000/family

- If a member has access to the network, the member receives benefits at the innetwork level when a network provider is used. The member is responsible for the in-network deductible (if any) and copayment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay In-network expenses.
- 2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used. The member is responsible for the out-of-network deductible (if any), and copayment (if any).
 - If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment. The member is responsible for the out-of-network deductible and copayment. The member will not, however, be balance billed.
 - If the non-network provider is not a Blues' participating provider, the provider does not accept Blues' payment as payment in full. The member is responsible for the out-of-network deductible and copayment. The member may also be balance billed by the provider for all amounts in excess of the Blues' approved payment amount.

When a member has access to the network and chooses to use an out-of-network provider, amounts paid toward the out-of-network deductible, copayment or out-of-pocket maximum *cannot* be used to satisfy the in-network deductible, copayments or out-of-pocket maximum.

- **3.** If a member does not have access to the network as provided above, the member will be treated as in-network for all benefits. The member will be responsible for the in-network deductible (if any) and copayment (if any).
- 4. If a member does not have access to the network but then additional providers join the network so that the member would now be considered in-network, the member will be notified and given a reasonable amount of time in which to seek care from an in-network provider. Care received from a non-network provider after that grace period will be considered out-of-network and the out-of-network deductibles, copayments and out-of-pocket maximums will apply. If a member is undergoing a course of treatment at the time he becomes in-network, the in-network rules will continue for that course of treatment only pursuant to the PPO Standard Transition Policy. Once the course of treatment has been finished, the member must use an in-network provider or be governed by the out-of-network rules.